

LESSEE

NAME: B.P. NORTH AMERICA PETROLEUM INC. (Name change effective 12-1-84)
(From BP North America Trading Inc. *Corporate Offices*)

FIELD ADDRESS: BP North America Petroleum Inc.,
Three Westlake Park
Suite 1800
550 Westlake Park Boulevard
Houston, Texas 77079

CONTACT: Philip Gower
West Coast Aviation Mgr.
P.O. Box 4217
San Pedro, CA 90731-1399 (213) 548-6496

TYPE OF AGREEMENT: LEASE MONTH-TO-MONTH CONCESSION AGREEMENT AGREEMENT AND PERMIT
OTHER

EFFECTIVE: 1-1-84

DESCRIPTION
OF PROPERTY:

USE: Provide aviation fuel to customers and aviation businesses located
on the Airport.

FEES AND ~~RENTAL~~ CHARGES: ~~RENTAL~~ Field use fee of 5¢ Gal.

RENTAL SURETY:

SQ. FOOTAGE:

@ SQ/FT/YR:

DESCRIPTION
OF CHANGE:

EFF. DATE
OF CHANGE:

UTILITIES/
SERVICES
INCLUDED
IN RENT:

RENEGOTIATION:

MAINTENANCE
& REPAIR:

AMENDMENT:

ASSIGNMENT:

SUBLEASES:

CANCELLATION: Immediate upon written notice

SPECIAL PROVISIONS/
MISC. INFO: Field use fee shall be collected by the oil company making the sale
or delivery and reported in a form prescribed by and acceptable to
the Airport Manager with remittance made to the Airport on or before
the 20th of each month.

Boeing Field
KING COUNTY INTERNATIONAL AIRPORT
Seattle, Washington 98108

AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this 1st day of January, 1984, by and between King County, State of Washington, (hereinafter referred to as "County"), and B.P. North American Trading, Inc. (hereinafter referred to as "Permittee").

1. The term "Airport Manager" as used herein, shall mean the Airport Manager, Boeing Field/King County International Airport, and shall include his authorized representative.
2. The term "Airport" as used herein, shall mean Boeing Field/King County International Airport (BFI) located in King County, Seattle, Washington.
3. County hereby permits the Permittee on a non-exclusive basis, to provide aviation fuel to customers and aviation businesses located on the Airport.
4. For the rights granted herein, Permittee agrees to pay to County fees as provided for in King County Code, Chapter 15.56 (now in force or as may be amended from time to time), to wit:

15.56.010 Charge on company selling or delivering fuel - Monthly report.

Oil companies engaged in the business of selling or delivering aviation fuel to any individual, business firm, U.S. government or organization on BFI or selling aviation fuel to any individual, business firm, U.S. government or organization to be used in aircraft located on or being serviced to take off from BFI shall pay a field use fee charge of five cents per gallon. This charge shall be collected by the oil company making the sale or delivery and reported in a form prescribed by and acceptable to the Airport Manager with remittance made to the Airport on or before the 20th of each month.

In addition to the required reports as noted in Chapter 15.56.010, Permittee shall include the following information in each monthly report:

- a) Amount and type of fuel sold to each customer or aviation business;
- b) Date of each delivery;
- c) Name and address of each customer or aviation business to whom fuel was sold.

5. This Permit is subject to termination by either party immediately upon written notice.

6. Permittee agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Permittee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

[Handwritten signature]
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7. Permittee will maintain at a location suitable to both County and Permittee accurate and complete records in accordance to general accounting principles, of business conducted at the Airport pursuant to this Permit. Permittee will permit County, through its agents or representatives, at any and all reasonable times to examine, copy and audit all records of Permittee for the purpose of determining the accuracy and completeness of those records and of the statements required to be made by Permittee under Paragraph 4 of this Permit.

8. Permittee agrees to protect and save County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Permittee's employees or third parties on account of personal injuries, death or damage to property arising out of the premises used by Permittee or in any way resulting from the willful or negligent acts or omissions of the Permittee and/or its agents, employees or representatives.

Permittee shall obtain and maintain continuously, public liability insurance, including product liability, and other insurance necessary to protect the public, with limits of liability not less than \$1,000,000.00 combined single limit bodily injury and property damage each accident or occurrence. Such insurance shall include King County as an additional insured and shall not be reduced or cancelled without thirty (30) days advance written notice to King County. Permittee shall provide a certificate of insurance, or upon written request of King County, a duplicate of the policy as evidence of insurance protection provided.

9. Permittee agrees to observe and obey all rules and regulations promulgated from time to time by King County governing the safe conduct and efficient operation of the Airport and its facilities. Permittee agrees to comply with all applicable Federal, State, County and municipal ordinances and regulations while conducting business on the Airport.

10. In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

The Permittee shall be bound by the regulations of the Secretary of Transportation pertaining to non-discrimination in federally-assisted

programs as delineated in 49 Code of Federal Regulations, Chapter 21 and Appendices thereto (formerly FAA Regulations, Part 15).

Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part, of the Permit by County and may result in ineligibility for further County agreements.

Permittee will comply with all other applicable City, County, State and Federal anti-discrimination laws, rules, regulations and requirements thereof.

11. Permittee agrees it shall not assign this Permit or any part thereof with regard to the business to be conducted hereunder without the prior written approval of County.

12. This Permit does not constitute the Permittee as the agent or representative of King County for any purpose whatsoever.

13. The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Airport Manager shall have the right to object to Permittee regarding the demeanor, conduct and appearance of Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

14. No signs, posters or similar devices shall be erected, displayed or maintained by Permittee without the written approval of the Airport Manager. Permittee's vehicles and associated equipment must have signs identifying Permittee thereon. Permittee shall keep in good repair and in a neat, clean, safe and presentable condition all of its equipment used in the conduct of business on the Airport as herein provided.

15. Permittee shall procure all licenses, certificates, permits, or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Airport which may be necessary for the Permittee's operations thereon.

16. Permittee shall pay throughout the term of this Permit all taxes, license, certification, permit and examination fees, excise fees and occupation taxes which may be assessed, levied, exacted or imposed on Permittee, and all taxes on the leasehold interest created by this Permit, and shall make all applications, reports and returns required in connection therewith.

17. The acceptance of fee payment by County for any period or periods after a default by Permittee will not be considered a waiver of the default unless County gives Permittee written notice that the acceptance is a waiver. No waiver by County of any default by Permittee will be construed to be or act as waiver of any subsequent default by the Permittee.

18. All notices to be given hereunder shall be in writing and shall be addressed as follows (or to such other address as from time to time may be designated by written notice to the other party):

COUNTY: Airport Manager
King County International Airport
P. O. Box 80245
Seattle, Washington 98108 206/344-7380

PERMITTEE: B.P. North American Trading, Inc.
1363 North Gaffey Street
P. O. Box 789
San Pedro, California 90731-1399 213/548-6496

19. This Permit constitutes the whole agreement between the County and the Permittee with regard to the Airport and terms and conditions as stated herein. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Permit shall be valid and effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement And Permit as of the day and year first above written.

PERMITTEE:	COUNTY:
B.P. North American Trading, Inc.	King County, State of Washington
By <u>[Signature]</u>	By <u>[Signature]</u>
Title <u>AVIATION MANAGER</u>	Title <u>King County Executive</u>
	<u>8-14-84</u>
By _____	APPROVED AS TO FORM:
Title _____	By _____
	Title <u>Deputy Prosecuting Attorney</u>
	Date _____

APPROVED - AIRPORT

By [Signature]
Donald W. Smith
Title Airport Manager